



Request for Qualifications
Statewide Program
Environmental Impact Report for
Anaerobic Digestion Facilities
#IWM08047

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General Information

The California Integrated Waste Management Board (CIWMB or Board) promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

CIWMB Contact

California Integrated Waste Management Board
Physical Address: 1001 I Street,
Sacramento, CA 95814
CIWMB Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A
Phone: (916) 341-6120
FAX: (916) 319-7518
EMAIL: contracts@ciwmb.ca.gov

Any documents delivered in person must be received in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarter's Building at 1001 I Street, Sacramento, CA 95814.

Service Need

Compostable organic materials comprise over 25% of the waste stream disposed in California landfills. In February 2007, the Board adopted a set of Strategic Directives (SD), including 6.1, which calls for a 50% reduction in the amount of organics being disposed in landfills by 2020. An additional 15 million tons of organics will need to be recycled annually to achieve this goal, requiring the siting of new and expansion of existing organic diversion facilities.

The Board approved the Organics Policy Roadmap and Schedule in December 2007. The Organics Roadmap provided a schedule of initial activities for implementing SD 6.1, including working with stakeholders to identify actions the CIWMB could take to increase siting and capacity of organic diversion facilities.

In 2008, CIWMB staff sought input from a wide range of stakeholders to better understand barriers associated with the siting of organic diversion facilities as well as possible solutions. In the spring of 2008, staff conducted an on-line survey, interviewed over 50 stakeholders, and held two workshops to identify key solutions and actions the CIWMB could take to overcome barriers to siting organic diversion facilities. Stakeholders indicated that developing a Program Environmental Impact Report would be beneficial to local agencies in siting organic diversion facilities.

In support of SD 6.1, this contract provides for the preparation and circulation of a Program Environmental Impact Report (EIR) to assess the environmental impact of siting new and expanding existing anaerobic digestion facilities in California. A Program EIR is an EIR which may be prepared on a series of actions that can be characterized as one large project. The EIR contains related individual activities carried out under the same authorizing statutory or regulatory authority and have generally similar environmental effects which can be mitigated in similar ways. A program EIR will reduce the need for duplicative review of general environmental impacts related to anaerobic digestion facilities and will expedite future site-specific environmental review required for CEQA compliance by lead agencies with discretion to approve site facilities.

SECTION I

OVERVIEW CONTINUED

The Program EIR will support the evaluation of potentially significant impacts for an individual facility's location, operation, and infrastructure and will address stand-alone anaerobic digesters receiving solid wastes and anaerobic digesters associated with solid waste facilities.

Potential environmental impacts from anaerobic digesters will be analyzed and mitigation measures will be identified. The analyses will identify potential environmental impacts from anaerobic digestion facilities operating within California. This project is supportive of current Board projects such as the climate change measure for anaerobic digestion in the AB 32 Scoping Plan and the development of best management practices for organics facilities.

Contract Budget

Subject to the availability of funds and approval by the Board, there is a current maximum budget of \$250,000.00 (two hundred fifty thousand dollars).

The CIWMB reserves the right to amend the budget for this Agreement as needs arise.

Liquidated Damages

The selected Contractor, to receive award of this agreement, will be subject to liquidated damages if required deliverables (e.g., reports) are not submitted by the due date(s) outlined in the Scope of Work.

See Section II, Commitment, *Special Terms and Conditions* for additional information.

Contract Term

The term of this Agreement will span approximately 12 months and is expected to begin in July 2009. Work shall not begin until written notification is received from the CIWMB.

The CIWMB reserves the right to amend the term of this Agreement as needs arise.

Process Type

Request for Qualifications

Process Schedule

This process will be conducted according to the following tentative schedule where all times are reported in Pacific Time :

Advertisement Date	March 19, 2009
Written Questions Due by 5:00 pm	April 2, 2009
Statement of Qualifications (SOQs) Due by 2:00 pm	April 16, 2009
Oral Interviews Conducted with Highest Ranked Proposers	May 4, 2009
Negotiations begin with Most Qualified Proposer	May 5, 2009
Award of Contract by Board	May 19, 2009

SECTION II**RULES AND CONDITIONS**

Introduction

There are conditions that this RFQ, the Proposer's Statement of Qualifications (SOQ) and the resulting Agreement are subject to, and/or requirements with which the Proposer must comply. Any concerns or issues with any of the conditions, including those referenced below under Commitment must be raised during the Question and Answer period

Commitment

Upon submittal of a SOQ, the Proposer has committed to comply with the following:

- All requirements in the RFQ documents
- Special Terms and Conditions available for viewing at www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf
- General Terms and Conditions (GTCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses (CCCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.

If the Proposer fails to meet any of the requirements or comply with the CIWMB requests, the CIWMB can reject, disqualify, or remove the Proposer from the selection process.

The CIWMB is not obliged to award an Agreement resulting from this RFQ. In addition, award of this Agreement does not obligate the CIWMB to authorize any work under the Agreement, and the successful Proposer shall have no claim for damages or compensation for anticipated profits should the CIWMB not authorize any work under the Agreement.

Proposer's Cost

All costs resulting from the Proposer's participation in the RFQ process are at the Proposer expense. Such costs will not be reimbursed by the CIWMB.

Information

All information obtained or produced during the course of the Agreement will be made available to the CIWMB.

Any information that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must be so marked in the SOQ. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

The CIWMB will hold information deemed confidential or trade secret(s) by the Proposer to the extent allowable by the California PRA and the PCC.

Written Questions

This RFQ includes a formal question and answer period in which interested parties have the opportunity to seek clarification and raise questions regarding this RFQ. All questions must be submitted in writing by fax or e-mail to the CIWMB Contact as listed in Section I. Correspondence must be marked "Questions Relating to RFQ IWM08047".

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFQ should immediately be reported to the CIWMB prior to the deadline for submission of written questions.

The CIWMB reserves the right to amend, alter, or change the rules and conditions of this RFQ.

Addenda

The CIWMB will issue addenda to address all issues, clarifications, and questions as needed.

Receipt of Addenda must be acknowledged as indicated in the SOQ (Attachment A, section H, pg. SOQ-10 "Acknowledgment/Authorization Form"). All addenda to this RFQ will be made available on the Contracts Unit website at www.ciwmb.ca.gov/contracts.

Modification of Submittals

A SOQ submitted prior to the submittal deadline, can be withdrawn or modified pursuant to written request by the Proposer or its authorized representative.

SECTION II

RULES AND CONDITIONS CONTINUED

A SOQ cannot be withdrawn for modification after the submittal deadline has passed.

Errors in Submittals

An error in the SOQ may be cause for rejection of that SOQ.

The CIWMB may make certain corrections, if the Proposer's intent is clearly established based on review of the complete SOQ.

Unreliable List

Any Proposer or subcontractor currently on the CIWMB Unreliable list is ineligible to apply for or participate in this contract.

Governance

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and a binding agreement enforceable in accordance with its terms.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

The person signing this Agreement on behalf of the Contractor certifies under penalty of perjury under the laws of California, that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC §§10286 and 10286.1, and is eligible to contract with the State of California. This statement may be included on the cover letter of the SOQ package.

Negotiating State Contracts

This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC § 6611.

If any of the conditions identified in PCC § 6611 exist, the Department of General Services may perform contract negotiations, if it is determined to be in the best interest of the State.

Electronic Waste Recycling

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC § 42460 et seq.

SECTION II

RULES AND CONDITIONS CONTINUED

Small Business (SB) Preference

Any Proposer competing in this process as a California Certified Small Business (SB) will receive a five percent (5%) SB preference. Certification must be through the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

The CIWMB will apply the preference pursuant to State law as described on the DGS website at <http://www.pd.dgs.ca.gov/smbus/sbpref.htm>.

The preference will not be applied until the interview scoring process to ensure that the preference is only applied to responsive, responsible Proposers.

Proposer's are encouraged to provide a copy of the OSDS certification with their SOQ. If awarded the agreement, the Proposer/Contractor **must** use all of the SBs identified in the SB/DVBE Participation Summary, Attachment F.

Disabled Veterans Business Enterprise (DVBE) Preference

Any Proposer competing in this process as a California Certified Disabled Veteran Business Enterprise (DVBE) will receive a five percent (5%) DVBE preference. Certification must be through the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

The CIWMB will apply the preference pursuant to State law as described on the DGS website at <http://www.pd.dgs.ca.gov/smbus/sbpref.htm>.

The preference will not be applied until the interview scoring process to ensure that the preference is only applied to responsive, responsible Proposers.

Proposer's are encouraged to provide a copy of the OSDS certification with their SOQ. If awarded the Agreement, the Proposer/Contractor **must** use all of the DVBEs identified in their SB/DVBE Participation Summary, Attachment F.

Subcontractors

The CIWMB reserves the right to approve substitutions of subcontractors as long as certified business participation levels remain unchanged.

All subcontractors identified in the SOQ, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

SECTION III**SOQ SUBMITTAL REQUIREMENTS**

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a SOQ.

The CIWMB may reject any SOQ if it is conditional, incomplete or contains irregularities.

The CIWMB may waive an immaterial deviation in a SOQ, if deemed in the best interest of the CIWMB.

Deadline

The SOQ package must be received by the CIWMB, at the address listed in Section I, *Overview* by 2:00 p.m. on April 16, 2009.

SOQs received after the deadline, will be considered late and returned to the Proposer unopened.

Addressing

The SOQ package must clearly state that it is in response to RFQ number IWM08047 with the direction of "Mailroom – do not open."

Number of Copies

The Proposer is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original"
- Five bound, hard copies marked "Copy"
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader
- Entire SOQ, including any attachments will preferably be saved as a single document

It is the Proposer's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by the CIWMB.

Document Printing

All documents submitted must be double-sided on paper with 100% post-consumer recycled content fiber. The cover letter (see below) must attest to the percentage of recycled content in the paper used for the SOQ or include the ream wrapper as proof.

Contract Eligibility

The Proposer must include a written declaration in the cover letter (see below), stating that it and all proposed subcontractors are eligible to contract with the State of California, pursuant to PCC 10286.

Table of Contents

The information must be organized as presented here with corresponding page references (e.g., Cover Letter, SOQ, Attachments, etc.)

Cover Letter

The cover letter shall be signed by an individual who is authorized to bind the Proposer. The cover letter must be on the Proposer's letterhead and contain the following information:

- a. Proposer's name and address for purposes of this agreement;
- b. Name, title, address, telephone number, and e-mail address of the person who can be contacted if further information is required;
- c. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Proposer (authorized signatory);
- d. Statement that the submission is a firm and irrevocable offer for a 90-day period from date of submittal to the CIWMB;

SECTION III

SOQ SUBMITTAL REQUIREMENTS CONTINUED

- e. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the SOQ package;
 - f. Statement that the Proposer is not an expatriate corporation or subsidiary of an expatriate corporation;
 - g. Statement that the Proposer and any Subcontractors to be used in the performance of the Agreement, if awarded, are eligible to contract with the State of California, pursuant to PCC 10286;
 - h. Statement that the Proposer's authorized signatory certifies under penalty of perjury under the laws of the State of California that the Proposer, if awarded, will comply with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103, unless exempted.
-

Statement of Qualifications

Proposers shall respond to all items in the SOQ form (Attachment A). If the answer to any item is "Not Applicable" or "None" so state in the designated space on the SOQ form. If there is no response for an item, the SOQ package may be considered non-responsive and the submittal may be rejected. The following information is provided as clarification of the requirements of some subjects contained within the SOQ but is not a complete list of all information required for inclusion in the Proposers submittal:

- a. References: Proposers must provide the name and current phone number of references that can confirm the accuracy of experience and qualifications listed in the SOQ. References who are employees of the Proposer or individuals legally associated with the Proposer will not be considered as valid references. Experience or qualifications that cannot be confirmed by CIWMB staff due to the Proposer's failure to provide accurate information (e.g., incorrect name of contact person, incorrect telephone number etc.) will be disregarded.
- b. Personnel Information: Include a list of all personnel (e.g., Proposer's employees, subcontractors and their employees), who will perform the activities described in Section V, *Description of Work*. For each person listed provide a resume clearly identifying his/her experience as related to the tasks.
- c. Additional Information: Proposers may provide any additional information that demonstrates the Proposers' or its team members' ability to perform the work identified in Section V, including experience with projects of similar scope, and/or any other relevant information.

Partners/Subcontractors: The variety of work may require resources beyond capabilities of some Proposers. If other construction firms are proposed as partners or subcontractors, the experience of those firms, in addition to the experience of the prime Proposer, shall be indicated on the appropriate forms in the SOQ. All experience documented on the forms shall be clearly marked to show which firm was responsible for the specific work.

Any additional information that demonstrates the abilities of a proposed subcontractor shall be included. Subcontractor personnel who are listed in the SOQ shall be clearly identified as employees of a subcontractor.

Licenses & Qualifications

The Proposer and its team members, as applicable, must have all licenses, business and professional, necessary to perform the tasks identified in Section V, Description of Work.

At a minimum the Proposer and its team members, as applicable, must have the following qualifications:

A copy of the Proposer's registration with the Secretary of State

Knowledge of California Environmental Quality Act. A thorough understanding of the California Environmental Quality Act's statutes, regulations, and applicable case law will be of critical importance in the selection of the contractor. The CIWMB is seeking potential contractors that have exceptional expertise in CEQA and how it is implemented. While no federal agencies have a direct role in this project, the Contractor should also have expertise in the requirements of the National Environmental Policy Act. The Contractor should have demonstrable ability to address state and federal statutory requirements and standards in preparing all environmental documentation and mitigation measures.

Experience in Preparing Environmental Impact Reports. The CIWMB is seeking potential contractors that have exceptional expertise in preparing and circulating Environmental Impact Reports (EIR). The Contractor should also have experience in preparing Program EIRs.

Knowledge of Organic Materials Management/Diversion Facilities. The respondents to the RFQ should have expertise and knowledge of organic materials management, CIWMB permitting regulations, and organic diversion facilities, including anaerobic digestion facilities. The respondents should demonstrate an understanding of the potential environmental impacts of anaerobic digestion facilities and potential mitigation measures.

Public Involvement: The respondents should have expertise in assisting a lead agency with the CEQA public involvement and participation process, including conducting workshops, preparation of newsletters, and providing support for public presentations.

Availability, Schedule, and Project Management: The availability of contractor's staff and subcontractors on this time-dependent environmental document will be an important selection factor. The CIWMB recommends that the SOQ clearly delineate the person(s) that will be responsible for directing the environmental services team and their relevant individual experience in such roles.

Compliance with Government Code Section 87100

Attachment C must be completed and submitted with the SOQ package.

Public Contract Code Sections 10162 & 10285.1 & Non-Collusion

Attachment D must be completed and submitted with the SOQ package. Attachment D includes the following provisions: 1) Public Contract Code Section 10162 Questionnaire, (2) Public Contract Code Section 10285.1 Statement, and 3) a Non-Collusion Affidavit.

Enterprise Zone Act (EZA)

If the budget for this Agreement exceeds \$100,000, the CIWMB will grant a preference for EZA qualified Proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the EZA.

If the Proposer is qualified for this preference, the EZA Preference Request Form must be included in the SOQ package. The preference cannot displace a direct award to a certified SB.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

**Target Area Contract
Preference Act
(TACPA)**

If the budget for this Agreement exceeds \$100,000, the CIWMB will grant a preference for TACPA qualified Proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Proposer is qualified for this preference, the TACPA Preference Request Form must be included in the SOQ package. The preference cannot displace a direct award to a certified SB.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

**Small Business (SB)
Participation**

The CIWMB expects a minimum of twenty-five percent (25%) of the project tasks to be contracted to a California OSDS Certified SB that performs a commercially useful function. The Proposer shall certify on Attachment E that they will comply with this requirement or make good faith efforts to meet this goal. If awarded the Agreement, the Proposer will be required to submit evidence with each Task that it has either met these participation goals (Attachment F) or made a good faith effort to meet the goals (Attachment G).

Attachment F must be completed and submitted with the SOQ package if the Proposer is a certified Small Business. The SB preference will not be applied unless the Proposer has completed Attachment F.

The participation goal for the Agreement can be achieved by a combined effort of the Proposer and/or any subcontractors, as follows:

- If the Proposer is a Certified OSDS SB, as defined in Section VII *Definitions and Terms*, the *Participation Summary* (Attachment F) must be completed and submitted with the SOQ package.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the *Participation Summary* (Attachment F) must be completed and submitted with the SOQ package .
- If the Proposer has made a good faith effort (see requirements on Attachment G) to meet the 25% goal and has been unable to secure a certified OSDS SB, a *Demonstration of Good Faith Effort* (Attachment G) must be completed and the *Participation Summary* (Attachment F) must indicate the percentage (even if zero) of services that will be provided by the SB. Both forms must be submitted with the SOQ package.

**Disabled Veteran
Business Enterprise
Participation (DVBE)**

The CIWMB expects a minimum of three percent (3%) of the project services to be contracted to a California OSDS Certified DVBE that performs a commercially useful function. Proposers are encouraged to read and apply the information provided in the DVBE Resource Packet at <http://www.pd.dgs.ca.gov/Publications/resource.htm>.

Any Proposer competing in this RFQ process shall certify on Attachment E that they will comply with this requirement or make good faith efforts to meet this goal. If awarded an Agreement, the Proposer/Contractor will be required to submit evidence with each Payment Request that it has either met these participation goals (Attachment F) or made a good faith effort to meet the goals (Attachment G).

Attachment F must be completed and submitted with the SOQ package if the Proposer is a certified Disabled Veteran Business Enterprise. The DVBE preference will not be applied unless the Proposer has completed Attachment F.

The participation goal for this Agreement can be achieved by a combined effort of the Proposer and/or any subcontractors, as follows:

- If the Proposer is a Certified OSDS DVBE, as defined in Section VII *Definitions and Terms*. The *Participation Summary* (Attachment F) must be completed and submitted with the SOQ package.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the *Participation Summary* (Attachment F) must be completed and submitted with the SOQ package.
- If the Proposer has made a good faith effort (see requirements on Attachment G) to meet the 3% goal and has been unable to secure a certified OSDS DVBE, a *Demonstration of Good Faith Effort* (Attachment G) must be completed and the *Participation Summary* (Attachment F) must indicate the percentage (even if zero) of services that will be provided by the DVBE. Both forms must be submitted with the SOQ package.

**Local Agency Military
Base Recovery Act
(LAMBRA)**

If the budget for this Agreement exceeds \$100,000, the CIWMB will grant a preference for LAMBRA qualified Proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the LAMBRA.

If the Proposer is qualified for this preference, the LAMBRA Preference Request Form must be included in the SOQ package. The preference cannot displace a direct award to a certified SB.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

Introduction

The CIWMB will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the SOQ package.

If a SOQ package does not meet all of the requirements set forth in this RFQ, it will be considered non-responsive and rejected from further competition.

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

Grounds for Rejection

The CIWMB may reject any SOQ package if it is conditional, incomplete, or contains irregularities. The CIWMB may waive immaterial deviations and the SOQ package may be evaluated based on the information provided when considered to be in the best interest of the CIWMB. Waiver of an immaterial deviation shall in no way modify the RFQ requirements or excuse the Proposer from full compliance with the Agreement requirements. Grounds for rejection of a SOQ package include, but are not limited to, the following:

- It is received after the due date and/or time for submittal;
- It does not include a reproducible master and the required number of copies;
- All responses to an item are not completed;
- Required authorizations and/or certifications for the SOQ package are not properly completed and signed;
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing;
- The Proposer has received a substantive negative contract performance from the State;
- Any items required by the RFQ are not included with the submittal.

No SOQ may be rejected arbitrarily or without reasonable cause.

Selection Process

The Selection Committee will evaluate and score all SOQs passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria identified in this RFQ (Attachment B).

Scores assigned based on evaluation criteria will then be converted to a ranking score. For purposes of identifying the Proposers to be interviewed, staff will determine the ranking hierarchy based on the cumulative ranking score received by each Proposer. At a minimum, the top three ranked Proposers will be invited to interview. In the event that less than three Proposers are qualified, all qualified Proposers will be invited to interview.

Information obtained from references and client contacts, will significantly influence the ranking of qualified Proposers. Proposers shall provide the name and current telephone number of references that can confirm the accuracy of experience and qualifications listed in the SOQ. Employees of Proposer, or employees of entities legally associated with the Proposer, will not be considered valid references. References that are inaccurately listed (e.g., inappropriate contact person or incorrect telephone number) will be disregarded. Experience that cannot be confirmed by CIWMB staff will be disregarded.

Oral Interviews

Proposers selected for interviews will be notified in advance of the time and place that the interviews will be conducted. Interviews will include discussion and evaluation of qualifications and methods for furnishing the required services. Proposers will also be notified of additional information to be provided at the interview, including, but not limited to proposed rates/markups. Failure to appear at the interview will be considered non-responsive and the Proposer may be eliminated from any further consideration.

Each committee member will independently score the interviewees' qualifications based on the criteria identified in Attachment B, and when appropriate, supplemental questions. Scores assigned will then be converted to a ranking score. For purposes of identifying the most qualified Proposer, staff will determine the ranking hierarchy based on the cumulative ranking score received by each interviewed Proposer. In the event of a tie, the Selection Committee will be reconvened to review the scores and identify the Proposer deemed most highly qualified to provide the services required.

Negotiating of Contracts

CIWMB staff will request a detailed Fee Proposal from the Proposers invited to interview. The Fee Proposal of the highest ranked Proposer interviewed, will then be opened and negotiations will begin. The CIWMB staff will prepare the State's estimate of fees prior to negotiations. The CIWMB staff estimate will remain confidential until award of the Agreement or abandonment of any further procedure for the services to which it relates. The Proposer's Fee Proposal shall include appropriate wage rates for office support personnel and appropriate markup rates to be utilized in the performance of the Agreement, shall encompass all costs necessary to perform the tasks outlined in the Scope of Work and shall be in effect for the duration of the Agreement.

CIWMB staff will attempt to negotiate an agreement with the highest ranked Proposer. If an agreement is reached, staff will recommend to the Board that the selected Proposer be awarded the Agreement and all other interviewed Proposer's Fee Proposals will be returned to them unopened upon execution of the contract.

If an agreement cannot be reached with the highest ranked Proposer, negotiations will formally be terminated with that Proposer. The next highest ranked Proposer's Fee Proposal will be opened and negotiations will then begin with that Proposer. Failing accord, negotiations shall be terminated. This process will be repeated as necessary until negotiations have been terminated with all interviewed Proposers. Should CIWMB staff be unable to negotiate a satisfactory agreement with all of the interviewed Proposers, CIWMB staff may select additional Proposers in the manner prescribed above and continue the negotiation procedure until an agreement is reached or negotiations on this RFQ are terminated by the CIWMB.

Award of Agreement

Award of the Agreement shall be to the highest-ranking Proposer meeting all the requirements of this RFQ after successful negotiations have been completed. The CIWMB reserves the right to not award the Agreement.

The following forms and information will be required prior to the CIWMB's execution of the Agreement:

1. Payee Data Record (Standard Form 204);
 2. Contractor Certification Clauses;
 3. Verification of Worker's Compensation Insurance; and
 4. Certificate(s) of Insurance.
-

SECTION IV**EVALUATION AND SELECTION CONTINUED**

Notice of Intent to Award

The CIWMB will post a notice of intent to award this Agreement five (5) working days prior to the award being made. The award will not be made until after the Board has approved the contractor.

Notice of the intent to award will be posted on the CIWMB's website at www.ciwmb.ca.gov/contracts.

Proposer Notifications

The CIWMB will notify all Proposers of the outcome of their SOQ submittals, prior to posting the notice of intent to award.

Execution of Agreement

After the Proposer/Contractor receives the Agreement for execution, it shall be signed by the Proposer and returned within 10 days, not including Saturdays, Sundays and legal holidays. If the Proposer fails to enter into a contract within this time period, the CIWMB may deem the Proposer to have rejected the Agreement. At that point, the CIWMB may disqualify the Proposer and negotiate and award the Agreement to the next most qualified Proposer.

Start of Work

When the Agreement has been approved by the CIWMB, a fully executed copy of the Agreement will be mailed to the Proposer/Contractor. Upon receipt of a fully executed Agreement, CIWMB staff will send written authorization to the Proposer/Contractor to commence work.

SECTION V**DESCRIPTION OF WORK**

Work to be Performed

The Contractor will be required to travel throughout the state to visit anaerobic digestion facilities, potential sites for anaerobic digestions facilities, and public meetings to circulate the Program EIR.

Services will be provided statewide. The project may require travel throughout the state to visit anaerobic digestion facilities and to circulate the Program EIR at public meetings. Most shipping costs, time-sensitive services, and meeting with the Contract Manager will be in Sacramento.

The Contractor will be providing examples of previous Environmental Impact Reports and other written work; resumes of staff assigned to the project, and financial statements.

The Contractor will provide an analysis of the potential environmental impacts of anaerobic digestion facilities and potential mitigation measures and prepare a Final Environmental Impact Report (EIR) for anaerobic digestion facilities in compliance with the California Environmental Quality Act (CEQA). The Contractor will:

- Develop a detailed Work Plan
- Coordinate with CIWMB staff to establish and support a statewide technical advisory group (TAG)
- Identify existing Environmental Impact Reports (EIRs), Environmental Impact Studies (EISs) and other environmental assessments that have already been developed for similar activities.
- Identify the location and typical “environmental setting” where the anaerobic digesters would be located (e.g. non-residential).
- Identify and describe potentially significant environmental impacts and feasible mitigation measures/best management practices common to anaerobic digestion facilities (e.g. odor, greenhouse gas emissions, percentage in reduction of incoming tonnage versus outgoing tonnage, and how they may be applied in California for CEQA compliance environmental documents).
- Identify and recommend the various models and best management practices associated with anaerobic digestion and those that could be applied to anaerobic digestion activities within California.
- Develop an analysis of models that identify and address issues associated with specific waste streams and the potential impacts to the environment and public health and safety, as well as the methods used in the models to determine potential health risks and/or hazards as a result of the development and operation of anaerobic digestion activities.
- Prepare Draft EIR in compliance with CEQA.
- Circulate the Draft EIR and conduct public meetings to solicit comments on the Draft EIR and ensure sufficient public input.
- Respond to comments on the Draft EIR.
- Prepare Final EIR in compliance with CEQA.
- Prepare a Mitigation Monitoring and Reporting Program.

- Prepare findings that support the Final EIR.
- Work with Board staff to prepare a Statement of Overriding Considerations, if necessary.
- Present the Final EIR to the CIWMB for certification.
- Prepare a draft Final Report.
- Submit Final Report.

**Work to be Performed
continued**

All Task activities and Deliverables must be reviewed and approved by the CIWMB Contract Manager prior to Contractor proceeding to the next Task and prior to approval of the associated payment request. During the course of this contract, Contractor shall not release any information to third parties unless and until authorized by the Contract Manager.

Task 1: Detailed Work Plan – The Contractor will develop and submit a detailed work plan indicating the steps that will be taken in completing each of the Tasks (2 through 17), including for each step the personnel involved, the projected timeframe, and cost.

Task 2: Technical Advisory Group. The Contractor will coordinate with CIWMB staff to establish and support a statewide technical advisory group (TAG). A preliminary list of qualified representatives interested in participating in the statewide technical advisory group shall be developed for Contract Manager's further direction.

Task 3: Research Existing Environmental Impact Reports (EIRs). Contractor will identify existing EIRs, Environmental Impact Studies (EISs) and other environmental assessments that have already been developed for similar activities.

Task 4: Typical Locations of Anaerobic Digesters. Identify the location(s) and typical "environmental setting" where the anaerobic digesters would be located (e.g. non-residential).

Task 5: Potential Environmental Impacts of Anaerobic Digestion Facilities. The Contractor will identify and describe potentially significant environmental impacts and feasible mitigation measures/best management practices common to anaerobic digestion facilities (e.g. odor, greenhouse gas emissions, percentage in reduction of incoming tonnage versus outgoing tonnage, and how they may be applied in California for CEQA compliance environmental documents).

Task 6: Best Management Practices. The Contractor will identify and recommend the various models and best management practices associated with anaerobic digestion and those that could be applied to anaerobic digestion activities within California.

Task 7: Risk Assessment. The Contractor will develop an analysis of models that identify and address issues associated with specific waste streams and the potential impacts to the environment and public health and safety, as well as the methods used in the models to determine potential health risks and/or hazards as a result of the development and operation of anaerobic digestion activities.

Task 8: Prepare Draft EIR. The Contractor will prepare a Draft EIR.

SECTION V**DESCRIPTION OF WORK CONTINUED**

**Work to be Performed
continued**

Task 9: Circulate Draft EIR. Upon approval by the Contract Manager, the Contractor will circulate the Draft EIR and conduct public meetings to solicit comments on the Draft EIR and ensure sufficient public input.

Task 10: Respond To Draft EIR Comments. The Contractor will draft responses to public comments on the Draft EIR. The Contractor will provide responses to comments on the Draft EIR to the Contract Manager.

Task 11: Prepare Final EIR. The Contractor will prepare the Final EIR in compliance with CEQA. The Contractor will submit Final EIR to the Contract Manager and Technical Advisory Group for review and approval.

Task 12: Prepare Mitigation Monitoring And Reporting Program. The Contractor will prepare a Mitigation Monitoring and Reporting Program.

Task 13: Prepare Findings To Support Final EIR. The Contractor will prepare findings to support the Final EIR.

Task 14: Prepare Statement of Overriding Considerations. The Contractor will work with Board staff to prepare a Statement of Overriding Considerations, if necessary.

Task 15: Final EIR Presentation To CIWMB. The Contractor will present the Final EIR to the CIWMB for certification.

Task 16: Draft Final Report. The Contractor will prepare a draft Final Report. The report will include but not be limited to: results from Tasks two through fourteen, project summary, failures and lessons learned, and barriers to siting anaerobic digestion facilities.

Task 17: Final Report. The Contractor will submit the Final Report to the Contract Manager in both hard and electronic copies using a computer software format acceptable to Contract Manager.

Task	Deliverable	Time Frame
1	Detailed Work Plan	Due 2 weeks from beginning of contract
2	Technical Advisory Group	Due 2 months from beginning of contract
3	Research Existing Environmental Impact Reports (EIRs)	Due 3 months from the beginning of the contract
4	Typical Locations of Anaerobic Digesters	Due 3 months from the beginning of the contract
5	Potential Environmental Impacts of Anaerobic Digestion Facilities	Due 4 months from the beginning of the contract
6	Best Management Practices	Due 4 months from the beginning of the contract
7	Risk Assessment	Due 4 months from the beginning of the contract
8	Prepare Draft EIR	Due 6 months from the beginning of the contract
9	Circulate Draft EIR	Due 6 months from the beginning of the contract
10	Respond To Draft EIR Comments	Due 8 months from the beginning of the contract
11	Prepare Final EIR	Due 9 months from the beginning of the contract
12	Prepare Mitigation Monitoring And Reporting Program	Due 10 months from the beginning of the contract
13	Prepare Findings To Support Final EIR	Due 10 months from the beginning of the contract
14	Prepare Statement of Overriding Considerations	Due 10 months from the beginning of the contract
15	Final EIR Presentation To CIWMB	Due 11 months from the beginning of the contract
16	Draft Final Report	Due 11 months from the beginning of the contract
17	Final Report	Due 12 months from the beginning of the contract

Control of Work

1. The CIWMB Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CIWMB Contract Manager when the Contractor fails to complete tasks required by this Agreement.

2. The Contractor will designate a Project Manager who holds the following authority:
 - Act as the Contractor's Representative for work to be provided under this Agreement
 - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CIWMB Contract Manager approval is required.

SECTION VI COST AND PAYMENT PROVISIONS

Payment

The Contractor will be reimbursed in arrears for services satisfactorily rendered and approved by the CIWMB Contract Manager as promptly as fiscal procedures will permit upon receipt by the CIWMB Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task, and may be submitted not more frequently than monthly.

**Non-compensable
Services**

Compensation for overhead costs, office fax and telephone charges, pagers, miscellaneous incidentals and supplies will be deemed to be included in the mark-up percentages applied to labor, equipment, and material charges as noted above. Charges not reimbursable include such items as invoice preparation, project accounting, billing, photocopying invoices and billing information, and administrative overhead. Examples of non-reimbursable expenses are direct or indirect overhead incidental to providing the contracted services and cost of business and professional licenses and permits.

SECTION VII DEFINITION AND TERMS

General Unless the context otherwise requires, wherever in this RFQ or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations	CFR	Code of Federal Regulations
	ADA	Americans with Disabilities Act
	CAL EPA	California Environmental Protection Agency
	CCR	California Code of Regulations
	DVBE	Disabled Veteran Business Enterprise
	EPA	Environmental Protection Agency (Federal Government)
	GC	Government Code
	CIWMB	California Integrated Waste Management Board
	PCC	Public Contract Code
	RFQ	Request for Qualifications
	SB	Small Business
	SOW	Scope of Work
	OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of SB and DVBE Services (OSDS)
	HAZWOPR	Hazardous Waste Operations and Emergency Response

Agreement The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFQ, SOQ, general and specific terms and conditions, Work Plan, and any amendments which may be required to complete the work in a substantial and acceptable manner.

Board Members of The California Integrated Waste Management Board.

CIWMB The California Integrated Waste Management Board.

Cal EPA The California Environmental Protection Agency.

CIWMB Staff Staff of the California Integrated Waste Management Board involved in the implementation of this contract or representatives of Consultant to the California Integrated Waste Management Board as designated in the Work Plan.

Consultant The person or persons, Proposer, partnership, corporation, or combination thereof, which may enter into this Agreement with the CIWMB to provide work pursuant to this RFQ or his or their legal representatives.

Contract A legally binding agreement between the state & another entity, public or private, for the provision of goods or services.

Contract Manager A person designated by the responsible state agency or department to manage performance under a contract.

SECTION VII DEFINITION AND TERMS

Contractor	A party contracting with the awarding agency. Vendor is often used synonymously with contractor.
Director	The Executive Director of the California Integrated Waste Management Board, or his/her designees. Any references to Executive Officer shall mean the Executive Director and/or designated officer.
Disabled Veteran Business Enterprise (DVBE Certified)	A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).
Legal Holidays	Those days designated as State holidays in the Government Code.
Project Manager	Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to the CIWMB.
Proposer	Any Proposer submitting a Statement of Qualifications in response to this RFQ.
Scope of Work	The description of work required of a contractor by the awarding agency.
Small Business (Certified)	A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.
State	The State of California.
State Contract Law	The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.
Subcontractor	A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

ATTACHMENTS

Statement of Qualifications

Statewide Program Environmental Impact Report for Anaerobic Digestion Facilities IWM08047

A. GENERAL INFORMATION

1. Identification of company submitting this Statement of Qualifications:

Name of Proposer: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No.: _____

2. Person authorized to execute an agreement for the company:

Name: _____

Title: _____

3. Type of company (must be one of the following, check applicable):

☐ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture

Are you a Certified Small Business? _____

If "YES" attach approval letter from Office of Small Business and Disabled Veteran's Business Enterprise Services, complete Attachment F and list your SB Reference No. _____

Are you a Certified Disabled Veteran's Business Enterprise? _____

If "YES" attach approval letter from Office of Small Business and Disabled Veteran's Business Enterprise Services, complete Attachment F and list your DVBE Reference No. _____

4. Taxpayer federal employer identification number: _____

5. Year organized: _____

6. Under what other or former names has your company operated:

Name of former company:

Dates of operation:

7. Identify total number of current permanent employees: _____

Construction: _____

Administration: _____

Engineering: _____

Other: _____

Highest manpower level in past five years: _____

Lowest manpower level in past five years: _____

8. Identify parent company, if applicable:

Name of Proposer: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No.: _____

State in which incorporated: _____

9. Agent for Service of Process in California:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No.: _____

10. If a corporation, complete the following:

Date of incorporation: _____

State(s) in which incorporated: _____

B. FINANCIAL INFORMATION

1. Submit a **notarized written statement from your financial institution(s) on letterhead** stating the following information:

A. Name of company;

B. Date account(s) were opened;

C. Line of credit? ☐ Yes ☐ No

D. Does the company keep a well-balanced financial position at the bank?

☐ Yes ☐ No

2. Submit an **audited or reviewed financial statement**, including the Proposer's latest balance sheet and income and expense statement dated within the last 12 months showing the following items (annual reports will not be accepted and will be considered unresponsive):

A. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).

B. Net fixed assets.

C. Other assets.

D. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

E. Other liabilities (e.g., capital, capital stock, authorized and outstanding share par values, earned surplus and related earnings).

F. Name of Proposer preparing financial statement and date thereof.

G. Is this financial statement for the proposing organization. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

3. Has your company or any of its principals petitioned for bankruptcy within the last 7 years?

☐ Yes ☐ No

If yes, enter the date(s): _____

C. PROJECT EXPERIENCE

Include appropriate experience for both the submitting entity and any proposed subcontractors in this part of the Statement of Qualifications. Reproduce this page for each project listed and add a supplemental numbering system at the bottom of the page (e.g., six projects listed, first page would be SOQ-6, Sheet 1 of 6).

To be considered in the evaluation, provide information on the following:

1. Examples of Environmental Impact Reports (EIR) or Environmental Impact Statements (EIS) successfully completed in the past 5 years.
2. Examples of Program EIR's or EIS's successfully completed in the past 5 years.
3. Examples of projects related to solid-waste successfully completed in the past 5 years.
4. Examples of projects related to anaerobic-digestion successfully completed in the past 5 years.

Include the name and current telephone number of a client representative who is familiar with the project and can attest to the participation, quality of work, and timeliness of the submitting Contractor or subcontractor in performing the work.

Name of entity claiming experience: _____

Project name/location: _____

Name of client (owner or prime Contractor): _____

Client contact and current telephone number: _____

Contract amount (listed entity only): _____

Percent of work performed with your entity's resources: _____

Type of work (mark all that apply):

- | | |
|--|--|
| <input type="checkbox"/> CEQA/NEPA document preparation | <input type="checkbox"/> Best Management Practices |
| <input type="checkbox"/> Solid waste recycling/removal/disposal | <input type="checkbox"/> Facility siting issues |
| <input type="checkbox"/> Anaerobic digestion technology/facilities | <input type="checkbox"/> Mitigation monitoring |
| <input type="checkbox"/> Air quality | <input type="checkbox"/> |
| <input type="checkbox"/> Water quality | <input type="checkbox"/> |

Brief description of the project and your entity's participation: _____

D. PERSONNEL INFORMATION

Attach an organization chart indicating the Project Manager and other staff designations as required by the RFQ. Other personnel may be included in the organization chart. A resume is required for each person shown on the organization chart. Only personnel listed on the organizational chart may attend interviews and negotiation meetings. Each resume shall include, at a minimum, the following:

- 1. Current position in the Proposer.
- 2. Experience for at least the last 5 years.
- 3. Major projects and accomplishments.
- 4. Education and special training.
- 5. Professional Registrations, include certificate number(s).
- 6. Professional affiliations.

E. ACKNOWLEDGMENT/AUTHORIZATION FORM

The undersigned acknowledges that submittal of this Statement of Qualifications constitutes an irrevocable offer for a 90-day period for the Board to award the Contract.

The undersigned acknowledges that he has read all of the requirements set forth in the Request for Qualifications, including the special and general terms and conditions, and that, if awarded the Contract, shall comply with said provisions.

The undersigned hereby authorizes and requests any person, Proposer, agency, or corporation to furnish any information requested by the Board in verification of the recitals comprising this Statement of Qualifications and also hereby authorizes the Board to contact such persons, Proposers, etc., in order to obtain information regarding the undersigned.

I certify under penalty of perjury that the foregoing is true and correct. This certification is made under the laws of the State of California.

Print Name of Authorized Representative

Name of Organization

Signature of Authorized Representative

Location Where Signed

Title of Authorized Representative

Date Signed

Telephone Number

Acknowledgment of Addenda:

Addendum No.

Signature

Scoring Sheet
Program EIR for Anaerobic Digestion Facilities
(IWM08047)

Pursuant to Title 14, California Code of Regulations (14 CCR), Section 17022, the Board shall select firms utilizing the following criteria and relative weightings based on their ability to perform the specific functions outlined in the Request for Qualifications (RFQ).

Points	Description
Professional experience of the firm in completing projects in the following areas [14 CCR (17022(a)]	
30	<p>Based on a review of the contractor's submitted project experience within the last 5 years, evaluate the contractor's experience in</p> <ul style="list-style-type: none"> • Preparing Environmental Impact Reports (EIR) in compliance with the California Environmental Quality Act (CEQA) • Preparing Environmental Impact Statements (EIS) in compliance with the National Environmental Policy Act (NEPA) • Preparing Program EIRs and EISs
Professional experience of the firm in the following areas [14 CCR § 17022(f)]	
25	<p>Based on a review of the contractor's submitted project experience within the last 5 years evaluate the following:</p> <ul style="list-style-type: none"> • Contractor's experience with environmental regulations associated with solid waste disposal and facilities that divert organic materials from disposal • Contractor's experience with environmental regulations associated with anaerobic digestion facilities

Points	Description
Adequacy of personnel numbers within specific disciplines required to complete the work required by the RFQ [and adequacy of number of principal(s) which are intended to be assigned to the contract [14 CCR § 17022(c)]	
10	<p>Based on a review of submitted information, adequate numbers and availability of the following staff for contractor to perform the tasks described in the RFQ:</p> <ul style="list-style-type: none"> • One qualified Program Manager. • A minimum of 3 qualified Project Managers/Engineers/Permitting/Environmental Planning Staff • An adequate number of clerical/accounting employees to track costs and/or prepare invoices
Experience and training of key personnel as related to the work described in the and knowledge of applicable regulations and technology associated with the contract [14 CCR § 17022(d)]	

20	<p>Based on a review of the submitted resumes, evaluate the experience and training of the following personnel with regard to years of experience; years of employment with the firm; professional status/licenses; and knowledge of CEQA, NEPA, Program EIRs, environmental regulations, anaerobic digestion facilities, and solid waste/organic diversion facilities:</p> <ul style="list-style-type: none"> • Program Manager • Project Managers/Engineers/Permitting/Environmental Planning Staff
Quality and timeliness of recently completed or nearly completed projects that were similar to the work described in the RFQ [14 CCR § 17022(b)]	
15	<p>Based on a review of the following:</p> <ul style="list-style-type: none"> • Recommendations of the references listed by Contractor for previous or current projects • Number of and reason for prior contract termination(s)
100	TOTAL POSSIBLE SCORE

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Compliance With Government Code, Section 87100

Government Code, Section 87100 provides: No public official at any level of state or local government will make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he or she has a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict of interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with the CIWMB. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by the CIWMB, or who may have a financial interest in the policies and programs of the CIWMB, and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Proposer and its subcontractors (if any) will be required to file statements of economic interests with the CIWMB upon award of the Contract. The CIWMB will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

CURRENT CLIENTS MEETING ABOVE CRITERIA

<u>Client Name</u>	<u>Contract</u>	<u>Address</u>	<u>Phone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

A determination by the CIWMB that a conflict of interest exists as a result of the disclosed relationships will be grounds for disqualifying a Proposer.

Public Contract Code Section 10162 - Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation? If the answer is yes, attach an explanation.

☐ Yes

☐ No

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1, Proposer shall complete, under penalty of perjury, the following statement:

Has the Proposer been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University? The term "Proposer" is understood to include any partner, member officer, director, responsible officer, or responsible managing employee thereof, as referred to in Section 10285.1.

☐ Yes

☐ No

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23, United States Code, Section 112, and Public Contract Code 7106 if federally funded, or Public Contract Code 7106 if state funded, the Proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the SOQ. Signing this SOQ on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

SIGNATURE:

Signature of Authorized Representative

Printed Name and Title

Certification Of Small Business/Disabled Veteran Business Enterprise (DVBE) Requirements

The undersigned acknowledges that he has read all of the requirements set forth in the Request for Qualifications and, if awarded this Agreement, he will comply with the State's Small Business/DVBE requirements or make good faith efforts to meet these goals for the Agreement.

I certify under penalty of perjury that the foregoing is true and correct. This certification is made under the laws of the State of California.

Name of Organization

Signature of Authorized Representative

Location where signed

Printed Name and Title

Date

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Small Business/Disabled Veteran Business Enterprises (DVBE) Participation Summary

Please Note: This form is only required at the time of SOQ submittal if the prime contractor is a certified small and/or disabled veteran business enterprise.

The Proposer receiving award of this contract must submit this form, indicating SB/DVBE participation levels for the contract and if less than 25% SB and/or 3% DVBE the Proposer must also complete and submit the Good Faith Effort form.

MARK ONE FOR EACH PROPOSER USED			NAME OF PROPOSER	NATURE OF WORK	TOTAL AMOUNT OF WORK (Mark one for each Proposer used and indicate \$ or %)		IS CERTIFICATION FORM ATTACHED?
PRIME BIDDER	SUBCON-TRACTOR	SUPPLIER			SMALL	DVBE	
					%	%	
					%	%	
					%	%	
					%	%	
					%	%	
					%	%	
					%	%	

The appropriate certification letter issued by the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) can be attached for each Small and DVBE business identified.

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[illegible]

Demonstration of Good Faith Efforts (Cont'd)

5	SB/DVBE Proposers which were available and considered.
<p>Name of Proposer: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p> <p>Name of Proposer: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p> <p>Name of Proposer: _____ Person Contacted: _____</p> <p>Nature of Work: _____ Telephone No.: _____</p> <p>Results of Contact: _____</p> <p>Reasons if Rejected: _____</p>	

Please Note: This form is not required at the time of SOQ submittal, but will be required for each work plan in which the Contractor has less than 25% SB and/or 3% DVBE participation.

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74C (Revised 10/08 for Contracts)

To be completed by Contractor

Name of Contractor:

Contract #::

:

Recycled-Content Certification

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager.

This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name _____ Date _____
Address _____ Phone _____
Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12205.

Print name

Signature

Company

Date

(See footnotes on the back of this page.)

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.ciwmb.ca.gov/BuyRecycled/

Code	Description	Minimum content requirement
Product Categories (11)		
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

SOQ Completion Checklist

Please use this checklist to assist in the preparation of your SOQ package to ensure that all required items are included. ***Please note that if any of the required items are missing from the SOQ package, the package will be considered incomplete and will be disqualified from the process.***

- ☐ Signed cover letter printed on company letterhead, including all statements as required by Section III Cover Letter
 - ☐ All documents submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber, as attested to in the cover letter
 - ☐
 - ☐ Notarized Statement from Financial Institution
 - ☐ Audited or Reviewed Financial Statement
 - ☐ Resumes of Key Personnel
 - ☐ Organizational Chart
 - ☐ Attachment A, Statement of Qualifications
 - ☐ Attachment C, Government Code Section 87100 Form
 - ☐ Attachment D, PCC Section 10162 Questionnaire, PCC Section 10285.1 Statement, and Non-Collusion Statement
 - ☐ Attachment E, Certification of SB/DVBE Requirements
 - ☐ Client References
-

The following forms are only required upon submittal as applicable pursuant to the provisions outlined in Section III, SOQ Submittal Requirements:

- ☐ Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary, Attachment F
 - ☐ Certification of Enterprise Zone Act Preference
 - ☐ Certification of Target Area Contract Preference Act
 - ☐ Certification of Local Military Base Recovery Area Act Preference
-

The following number of SOQ packages must be submitted as the Contractor's response to this RFQ:

- ☐ One (1) unbound reproducible original SOQ package marked "Original"
- ☐ 5 bound copies of the SOQ package marked "Copy"

- ☐ One (1) Electronic copy of SOQ Package in Adobe Acrobat format with all documents in a single file, including all attachments
-

The following forms may not be required at the time of the SOQ submission but will be required by the successful contractor during the contract period:

- ☐ Payee Data Record (Standard Form 204)
- ☐ Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary, Attachment F
- ☐ Demonstration of Good Faith Efforts, Attachment G *Submit form(s) only if participation level is below 25% for SB and/or 3% for DVBE for the contract. Submit separate forms for SB and DVBE and mark appropriate box at top of form*
- ☐ Recycled Content Certification, Attachment H
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